Conditions.

(*a*) The collection of dead sandalwood and groundhidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such Inam, Jodi, Khayamgutta and Sarvamanya villages as of which, the holders are not entitled to the sandalwood either by sannads or judicial decrees.

(*b*) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the Forest Range Officer shall be removed with the previous written permission of the Range Officer.

(*c*) The collection shall be confined to dead and fallen sandal trees and to groundhidden roots. On no account shall green and mature trees be uprooted. Axes should not, as far as possible, be used in the uprootal and rough preparation of sandalwood.

(*d*) The sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of about three-fourths of an inch of whitewood and shall be carted to the Koti. Each consignment to the Koti shall be covered by a passport issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December 1939, and the balance by the 30th June 1940. No plea that, in the area tendered for, deadwood is not available will be accepted for not supplying the stipulated quantity.

(*f*) The successful tenderer shall see that no injury is caused to the State Forest or property situated therein, in the course of his operations and in the event of any such occuring through his negligence or of his men, he shall be made liable as per departmental rules. Neither can the contractor demand as a matter of right, payments then and there for the quantity collected by him in excess of that contracted for.

(*g*) Should the collection and carting of sandalwood to the Koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and make other arrangements for working out the contracted quantity, making the contractor liable to pay up the extra cost, if any, that may be incurred in connection therewith during the period of contract.

(*h*) The contractor shall remove all the scented wood from the pits from which the trees have been uprooted.

(*i*) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 7 *supra* and the undisbursed portion of moneys, if any, due to him for collection and carting of sandalwood made till the date of default.

(*j*) Payment of charges shall be made as per procedure now in vogue upon the production of the koti receipt for the sandalwood and groundhidden roots received and weighed out in the Koti.

B. T. THIMMARAYAPPA,
District Forest Officer.

ENGINEERING DEPARTMENT

BANGALORE DIVISION.

Notification dated 20th June 1939.

1. Sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P.M. on 15th July 1939, for restoring the breached Kenchanahalli Minor Tank Reg. No. 69 of Nelamangala Taluk.

2. Tenders in the prescribed form obtainable on payment of four annas form from the Office of the Executive Engineer, Bangalore Division, should be addressed to the Executive Engineer, Bangalore Division, in a sealed cover and superscribed as "Tender for restoring the breached Kenchanahalli Minor Tank Reg. No. 69 of Nelamangala Taluk." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a duplicate challan for having credited into the treasury the deposit amount of Rs. 400 under "17(*a*) P. W. Deposits" or Mysore Government Bonds, duly endorsed at face value or market value, whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 17th July 1939 at 3 P.M. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental Schedule Contract Form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force, will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Bangalore, on all working days between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs. 5 for each.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of May 1940, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 2-11-0 per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus, including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract and give such persons the use of ordinary scaffolding and ladders.

(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary, provide for the same by insurance at the proper time.

Note—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

Approximate quantities for restoring the breached Kenchanahalli Minor Tank Register No. 69 of Nelamangala Taluk.

No.	Items of work	Unit	Rate	Quantity	Rate to be quoted in	
					Words	Figures
			Rs. a. p.			
1	Cutting grips and trenches in the bund for the seat of the new bund	Grade	2 0 0	16		
2	Clearing silt in the breach including required lead and lift	C.yd.	0 2 0	833		
3	Earthwork to bund, with required lead and lift, watering and tamping, etc., complete	,,	0 4 0	9,105		
4	Constructing puddle wall with clay and gravel well mixed including side batters, etc., complete	,,	0 8 0	425		
5	Removing and resetting old stone work with new jelly backing and jelly wedging, including required lead and lift ..	,,	0 12 0	267		
6	Providing rough stone revetment with jelly backing and jelly wedging including required lead and lift, etc.	,,	1 4 0	431		
7	Gravel-backing to the revetment with required lead, lift and consolidation ..	,,	0 8 0	91		
8	Turfing the slopes of the bund and watering till it is satisfactory	S.yd.	0 0 10	7,593		
9	Earthwork to breach with good soil and consolidation including lead and lift ..	C.yd.	0 5 0	2,684		
10	Removing and refixing old grade stones with figuring, etc., complete ..	Each	0 5 0	10		
11	Providing and fixing new grade stone on bed slabs including cutting figures and painting	,,	2 0 0	6		
12	Using the spoil from the draft and approach clearing with watering, tamping, lead and lift	C.yd.	0 1 6	5,124		
	Constructing new cast iron pipe (6″ dia.) sluice.					
1	Earthwork excavation for foundation ..	C.yd.	0 3 0	7		
2	Concrete in surki mortar	,,	0 4 0	129		
3	Burnt brick in surki mortar	,,	0 4 6	291		
4	Burnt stone slabs 6″ thick dressed and fixed in surki mortar	S.ft.	0 4 6	185		
5	Plastering with surki mortar and cement wash	Sq.	4 8 0	4·17		
6	Cutting holes in the slabs	Each	0 8 0	4		
7	Providing 6″ dia. cast iron pipe	R.ft.	3 0 0	26		
8	Laying and jointing 6″ dia. cast iron pipe with tarred hemp and cement pointing the joints, etc., complete	R.ft.	0 4 0	26		
	Waste Weir.					
1	Earthwork excavation for foundation ..	C.yd.	0 3 0	5,124		
2	Concrete in surki mortar	,,	0 4 0	368		
3	Burnt brick in surki mortar	,,	0 4 6	496		
4	Plastering with surki mortar	Sqr.	3 0 0	8·44		
5	Burnt stone slabs 6″ thick dressed one line and fixed in surki mortar	S.ft.	0 4 6	747		

No.	Items of work	Unit	Rate	Quantity	Rate to be quoted in	
					Words	Figures
			Rs. a. p.			
6	Rough stone apron with jelly backing and jelly wedging including required lead and lift	C.yd.	1 4 0	218		
7	Jelly packing and wedging to old apron with required lead and lift	Sqr.	0 2 0	356		
8	Cutting joggle joints in slabs including inserting pin slabs, etc., complete ..	Each	0 8 0	16		

Notification dated 22nd June 1939.

1. Sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P. M. on 17th July 1939, for the restoration and improvement of Agara Bairasandra Minor Tank Reg. No. 324 of Bangalore Taluk.

2. Tenders in the prescribed form obtainable on payment of Re. 0-4-0 per form from the Office of the Executive Engineer, Bangalore Division, should be addressed to the Executive Engineer, Bangalore Division, in a sealed cover and superscribed as "Tender for restoring and improving Agara Bairasandra Minor Tank of Bangalore Taluk." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a duplicate challan for having credited into the treasury the deposit amount of Rs. 230 under "17-(a) P. W. Deposits" or Mysore Government Bonds; duly endorsed at face value or market value, whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 18th July 1939 at Bangalore. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay Specifications (1931).

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force, will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Bangalore, on all working days between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs. 3 for each.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page, noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity whether higher or lower than those given in the enclosed schedule.

17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of April 1940, failing which, the Executive Engineer may, at his discretion, levy a penalty of Re. 1-10-0 per day, which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

Approximate quantities required for restoring Agara Bairasandra Minor Tank Register No. 324 of Bangalore Taluk.

No.	Item of work	Unit	Rate	Quantity	Rate to be quoted in	
					Words	Figures
			Rs. a. p.			
1	Clearing the jungle with roots, etc.	Grade	2 0 0	12		
2	Cutting and removing the ant-hills and filling with sand	No.	1 0 0	6		
3	Cutting big and old trees with roots, etc.	,,	4 0 0	38		
4	Cutting grips and trenches in the bund for the seat of new earth, etc.	Grade	2 0 0	12		

No.	Item of work	Unit	Rate	Quantity	Rate to be quoted in	
					Words	Figures
			Rs. a. p.			
5	Earthwork to bund including watering, tamping, lead and lift, etc. ..	C.yd.	0 3 6	5,964		
5(*a*)	Consolidation charges for the earth available from draft and approach clearing ..	,,	0 1 0	395		
5(*b*)	Puddle wall with good clay mixed with gravel including consolidation ..	C.yd.	0 8 6	80		
6	Turfing the slopes and watering till it is satisfactory	S.yd.	0 0 10	3,983		
7	Removing old stone work	C.yd.	0 6 0	396		
7(*a*)	Resetting old stone work with new jelly backing and jelly wedging, etc., complete	,,	0 8 0	297		
8	New rough stone work with required lead and lift and jelly backing and jelly wedging, etc., complete	,,	1 4 0	738		
9	Burnt brick in surki mortar	C.ft.	0 4 6	135		
10	Benching Rock	S.ft.	0 2 0	50		
11	Providing new grade stones on bed slabs including cutting figures and painting, etc., complete	No.	1 8 0	13		
12	Providing and fixing index stones ..	,,	0 8 0	13		
13	Providing and fixing B.M. stones on bed slabs including cutting figures and painting	Each	2 8 0	2		
14	Providing and fixing register No. Stone on bed slab including cutting figures and painting	,,	2 8 0	1		
15	Providing and fixing gauge stone with masonry work on a bed slab and cutting figures and painting	,,	15 0 0	1		
	Cast Iron Pipe Sluice.					
1	Cut opening the bund and refilling with consolidation	C.yd.	0 6 0	109		
2	Jelly concrete in surki mortar	C.ft.	0 4 0	114		
3	Burnt brick in surki mortar	,,	0 4 6	378		
4	Plastering with surki mortar	Sqr.	3 4 0	4.22		
5	Burnt stone slabs 6″ thick dressed and fixed on surki mortar	S.ft.	0 6 0	122		
6	Providing 6″ cast iron pipes including fixing carting Railway freight, etc., complete ..	R.ft.	2 8 0	30		
	Waste Weir 70′ long at R.L. 53·00.					
1	Earthwork excavation	C.yd.	0 3 0	74		
2	Earthwork draft and approach clearing ..	,,	0 3 0	593		
3	Jelly concrete in surki mortar	C.ft.	0 4 0	220		
4	Burnt brick in surki mortar	,,	0 4 6	472		
5	Burnt stone slabs 6″ thick one line dressed and fixed in surki mortar	S.ft.	0 6 0	333		
6	Plastering with surki mortar	Sqr.	3 4 0	3·84		
7	Cutting joggle joints, etc., complete ..	No.	1 0 0	10		
8	Rough stone work with required lead and lift, jelly backing and jelly wedging, etc., complete	C.yd.	1 2 0	67		

N. LAKSHMINARASIMHAIAH,
Executive Engineer.

TUMKUR DIVISION.

Abstract Notification dated 13th June 1939.

The attention of the public is drawn to the Notification calling for tenders for constructing Daroga Ane across the Kodihalla of Mayasandra tank Registered No. 166, Turuvekere Taluk, published on pages 1209-1210, Part VI of the *Mysore Gazette*, dated 22nd June 1939.